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DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR BRAVES CROSSING

PHASE C

This DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is made and published this 30th day of January 1997.

WHEREAS, the undersigned is now owner of that certain real property located in Land Lot 134 of the 6th Land District of Coweta County, Georgia consisting of Lots C-8 thru C-11 of BRAVES CROSSING, PHASE C, as shown on that certain final plat os same recorded in Plat Book 63, pages 203, Coweta County, Georgia records said plat being made a part hereof by reference; and

WHEREAS, the undersigned is desirous of subjecting said property to the provisions of this Declaration.

NOW, THEREFORE, the undersigned hereby declares that the property hereinabove described, including the improvements constructed on or to be constructed thereon, is hereby made subject to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the conditions herein contained which are expressly made for the purpose of protecting the value and desirability of the subject property, and shall run with the title to the subject property and be binding upon any and all persons and entities having any right, title, or interest in all or any portion of the subject property, together with their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

THE FOLLOWING ARCHITECTURAL, CONSTRUCTION AND USE

RESTRICTIONS SHALL APPLY TO EACH LOT IN THE

~~ESTATES~~ ESTATES, PHASE B, PHASE C

1. All lots in said subdivision shall be known, described and used solely as single family residential lots. No buildings shall be erected or permitted to remain on any lot other than one single

family dwelling, not to exceed two stories in height, not including the basement, and a garage of not less than two cars, which garage must contain doors or enclosure purposes. All garages which are a portion of the main residence shall have their entrance/exit opening toward a side or rear lot line; the garage shall not open in the direction of the front lot line. The Architectural Control Committee (as hereinafter defined) may, upon showing of a lot's inability to accommodate a side or rear opening for a garage, waive this side or rear opening requirement. A waiver must be in writing to be effective.

2. (a) No previously constructed dwellings, complete or incomplete, or any parts thereof, are permitted.

(b) No log homes or underground dwellings shall be permitted on any lot.

(c) Cedar exterior or veneer and/or metal roofs (other than accent roofing) are not permitted.

(d) There shall be no unfinished concrete, concrete blocks, cinderblocks or other fabricated masonry block units exposed to view. All such concrete and blocks shall be veneered with brick, natural stone, stucco or other masonry type material over the entire surface exposed above finished grade.

(e) No trees larger than eight inches in diameter (as measured at a height of two feet from ground level) shall be removed without the prior approval of the Architectural Control Committee. This provision shall not prohibit the removal of trees which are located within 20 feet of the dwelling house.

(f) No structure of any type such as a tool or maintenance building, separate garage or similar building shall be erected or maintained on any lot in front of the rear line of the residence and if such type structure be erected it must be located behind the rear line of the residence and must be of the same materials, style and appearance as the residence. Any such structure shall be approved prior to construction by the Architectural Control Committee.

(g) No above ground swimming pool or satellite dish in excess of 24 inches in diameter shall be erected or place on any

lot or on any structure located on any lot.

(h) All builders and/or general contractors and all landscape and construction plans for any proposed dwelling, including the exterior color of the dwelling and the roof color, shall first be reviewed and approved by the Architectural Control Committee before any construction or landscaping may begin. The Architectural Control Committee shall consist of four members: Thomas Allen Carpenter, Katherine Carpenter West, Donald West and Thomas A Carpenter, Jr. Construction of a new dwelling must be completed within twelve months of the issuance of a building permit; any addition or alteration to an existing dwelling must be completed within six months. All landscaping must be completed within 30 days after a Certificate of Occupance is issued for a dwelling.

3. No lot shall be subdivided in such a manner as to permit construction of an additional residence. A lot may be subdivided only in instances to permit enlargement of adjacent lots or properties. No lot or any portion of any lot may be used as a street, road or driveway to provide ingress or egress to another lot within the subdivision or to property lying outside the boundaries of the subdivision. No driveway shall be designed or constructed in a manner that the driveway provides ingress and egress to more than one single family residence.

4. No homeowner shall impair the flow of water in any streams, any natural drainage ditches, or interfere with maintenance and contour of roadside ditches, curves or catch basins.

5. No residence shall exceed two stories in height, exclusive of basement and attic. Such residence shall have a minimum of 2000.00 square feet of habitable living space for a one story structure, and 2200 square feet of habitable living space for a two story structure, said square footage to be calculated by measurement of the outside walls of said space. This square footage is exclusive of open porches, steps, garages, carports, terrace and eaves.

6. Minimum setback lines from house to property lines shall

be as follows:

(a) 65 feet from the right of way of the frontage street, except where the recorded subdivision plat shows a greater setback, in which case the greater setback is applicable;

(b) 15 feet front the property side lines;

(c) 40 feet from the property rear lines;

7. Except for decorative fencing which has first been approved by the Architectural Control Committee, no fences of any kind shall be constructed, maintained or allowed to the front of any dwelling, nor between the front of the dwelling and the rear foundation wall. No fence may exceed six feet in height. All rear yard fencing must be constructed of wood, except for a dog run which may be constructed of vinyl coated metal of a dark color. The located, design and construction materials of all fencing must be approved by the Architectural Control Committee.

8. No commercial activities of any type including home occupations that bring customers to a residence or create additional traffic and street congestion, nursery or daycare, art instruction, breeding and sale of animals, or any type of retail sales shall be permitted. Hobbies or work of an artistic nature including sewing, drafting, painting, designing and other activities of this nature are not bound by these covenants except when violating provisions set forth above.

9. No boarding or rooming house, church, or regular place of worship shall be permitted.

10. Dogs, cats or like domestic pets shall not be permitted except when leashed or fenced within the setback lines of the rear yard, and only then so long as they are not in violation of any noise ordinance in existence in the county, nor causing any nuisance to adjacent property owners.

11. Firearms shall not be discharged on the Property except in the case of an extreme emergency.

12. Mobile equipment not in condition to operate under its own power shall not remain parked on any lot for more than 30 days.

13. No mobile home, tent or shack shall be erected or placed on the lot.

14. No sign of any kind except a "For Sale" or "For Lease", or a name sign giving the name and address of the occupant and the unit shall be erected or placed on a lot. None of such signs shall exceed six square feet in size.

15. No fuel tanks or similar storage receptacles are permitted on any lot.

16. Each home lot (whether one or more combined lots) shall be allowed one each of the following items: boat, motor home, or mobile camper, provided such items are stored within the setback lines and in back of the home. In no instance is any of the above items to be occupied while on the lot.

17. Temporary field offices and storage buildings will be permitted for the use of builders and developers as allowed by the ordinances of Coweta County, Georgia, during the course of construction and development of the home on one or more lots by the same builder or developer.

18. All front yards of homes completed and ready for occupancy shall be landscaped with not less than 13 pallets of sod. Sod shall cover any unpaved portions of public right of way. Any developed lot without existing trees shall be landscaped with not less than 3 trees in excess of 8 feet tall in the front yard.

19. All driveways (including any secondary or alternate drives) shall be paved with concrete and stamped with a cobblestone design for a minimum of twelve feet from the curb; the color concrete must be approved by the Architectural Control Committee.

20. No truck, bus (including school bus), or commercial transportation vehicle weighing more than 8000 pounds shall be parked in the front or side yards of the lot more than one night in any calendar month, nor parked in the rear yard of the lot more than three nights in any calendar month. Rear yard shall be that part of the lot to the rear of the home constructed on the lot and all other shall be front and side yard.

21. The design of all mailboxes shall be approved by the Architectural Control Committee.

22. Window unit air conditioners and/or clothes lines shall not be visible from any public right of way.

23. No noxious or offensive activities or substances shall be carried upon, operated on, constructed on or stored upon any lot at any time, nor shall anything be done thereon which may be or become any annoyance or nuisance to neighbors.

24. No dwelling or other structure on any lot shall be allowed to fall into neglect or disrepair. In the case of fire damaged buildings, they shall be demolished and the debris removed within 60 days or repaired or rebuilt within nine months.

25. All state and county restrictions and building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made subject to these protective covenants shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction of these protective covenants, then these protective covenants shall apply to the extent that a greater degree of restriction is demanded.

26. The undersigned intend (but are not required) to install street lights along the public roads in the Property. The undersigned, upon the election to install street lights, shall pay the cost of operating and maintaining the street lights for a period of one year from the date the first light is installed; the undersigned may, but hereby create no obligation on their part, extend the time in which they are responsible for the payment of costs and maintenance. No written notice of any kind to any person shall be required of the undersigned as to when they will cease paying the cost of operating and maintaining the street lights. It shall be the duty of the homeowners to form their own entity or arrange the method of payment of all costs of operating and maintaining the street lights upon termination of the undersigned's obligation herein. Each lot purchaser in the property acknowledges (a) that a failure to pay the operating and maintenance costs of the street lights will cause the street lights to be disconnected and fall into a state of disrepair, and (b) the undersigned have not and shall not provide for the perpetual maintenance of the subdivision entrance.

GENERAL PROVISIONS

22. (a) Terms - These covenants shall run with the Property and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots subject to this declaration has been recorded agreeing to eliminate or change these covenants in whole or in part.

(b) Enforcement - Enforcement of these protective covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants either to restrain violation or to recover damages. Enforcement hereof shall be by lot owner or owners or by the undersigned, but nothing herein contained shall be construed as to require the undersigned to take any action hereunder.

(c) Severability - Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of the undersigned or of anyone entitled to the protection hereof to insist upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein shall not be construed as a waiver, or a relinquishment in the future, of the enforcement of any such terms, covenants, conditions, provisions or agreements.

WITNESS the hand and seal of the undersigned the date and year first above written.

Signed, sealed and
delivered in the
presence of:

Lisa P. Carr
Witness
William R. Kell
Notary Public



Thomas Allen Carpenter (SEAL)
THOMAS ALLEN CARPENTER
Donald W. West (SEAL)
DONALD W. WEST
Thomas A. Carpenter, Jr. (SEAL)
THOMAS A. CARPENTER, JR.

CONSENT TO ABIDE BY COVENANTS

FOR

BRVES CROSSING PHASE C

The undersigned agrees to abide by and that their property shall be subject to the Declaration of Restrictions and Protective Covenants for Braves Crossing, Phase C, recorded in Deed Book ____ Page ____, Coweta County, Georgia records.

This consent shall be binding upon any and all successors, heirs and assigns of the undersigned.

PRESTIGIOUS HOMES, INC.

Lisa P. Potts
Witness
Michael L. Ketch
Notary Public



[Signature]
pres.
(Seal)
A circular seal for Prestigious Homes, Inc. with the word "YES" in the center and "PRESTIGIOUS HOMES, INC." around the perimeter.

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BRAVES CROSSING PHASE C

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HEARTLAND DEVELOPMENT, INC.

Jim Pitts
Witness
[Signature]
Notary Public



Don West (Seal)
Heartland Development, Inc.
President

